



Solicitation Information
5 Nov 04

RFP # B04835

TITLE: Health Communications Campaigns

Submission Deadline: 23 March 05 @ 2:00 PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: Yes Date: 8 March 05 Time: 2:30 PM
Mandatory : No
Location: Department of Administration / Division of Purchases (Bid Room), One
Capitol Hill, Providence, RI

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at questions@purchasing.state.ri.us no later than **7 March 05 at 12:00 Noon (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

Jerome D. Moynihan, C.P.M., CPPO
Administrator of Purchasing Systems

Vendors must register on-line at the State Purchasing Website at
www.purchasing.ri.gov.

NOTE TO VENDORS:

Offers received without the entire completed three-page RIVP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

I: Introduction

The Rhode Island Department of Administration/Office of Purchases, on behalf of the Rhode Island Department of Health, seeks to retain a public relations/advertising agency ("Agency") to conduct health communications research; conceptualize, design, implement and evaluate health communication/media campaigns; provide technical services (production and placement of health communication materials and media); and provide strategic marketing consultation.

This work will be done on behalf of several programs associated with the Department of Health and the Division of Family Health, as described elsewhere herein, and in accordance with the terms of this request and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases' homepage by Internet at <http://www.purchasing.ri.gov> .

This is a Request for Proposals, not an Invitation to Bid. Responses will be evaluated on the basis of the relative merits of the Proposal, in addition to price. There will be no public opening and reading of responses received by the Office of Purchases pursuant to this Request other than to name those Agencies who have submitted proposals.

II: Instructions and Notifications to Offerers

- Potential Offerers are advised to review all sections of this Request carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the Agency. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other State locations or which are otherwise not present in the Office of Purchases at the time of opening for any cause will be determined to be late and will not be considered. The official time clock is in the Reception Area of the Division of Purchases (Department of Administration)

- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. If the Department determines that it is in the State's best interest to issue multiple awards, each award will be made to a prime contractor each having a clearly defined scope of work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- All proposals must include the offeror's FEIN or Social Security number as evidence by a W9, downloadable from the Division of Purchases website at www.purchasing.ri.gov.
- The purchases of services under an award made pursuant to this Request will be contingent on the availability of funds.
- The State of Rhode Island has a goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, visit the website www.rimbe.org. To speak with a M.B.E. Officer, call (401)222-6253.
- Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP/LOI.

III: Background

Overview of Social Marketing

The work to be carried out by the Rhode Island Department of Health and the Agency will contribute to the objectives of Healthy People 2010, the national prevention initiative that identifies opportunities to improve the health of all Americans. Many of the objectives in Healthy People 2010 are predicated in some way on positive changes in health behaviors or informed health decisions that require appropriate communication at the individual and population levels.

The Rhode Island Department of Health advocates a consumer-based approach to health communications to contribute to the Healthy People 2010 goal of "improving the quality of health-related decisions through effective communication." Health communication is defined by the Centers for Disease Control and Prevention as, "the crafting and delivery of messages and strategies based on consumer research, to promote the health of individuals and communities." Health communication activities include health education, which seeks to promote healthy behaviors by informing and educating individuals through the use of materials and structured activities. Health communication also includes social marketing, which promotes or sustains positive behavior change by applying marketing principles to community interventions, usually using mass media. And finally, health

communication includes consumer health information, which helps individuals understand their health and make health-related decisions for themselves and their families.

The consumer-based approach to health communications requires a process for developing effective messages for a specific target audience. This process transforms scientific recommendations (based on clinical, epidemiological, and other evidence about health) into message strategies that are relevant to the consumers in a target audience. The fundamental aspect of this process is research gathered to understand the consumer's reality, which leads to communications that are relevant, accurate, meaningful, timely, culturally sensitive, and compelling to the audience.

Overview of Rhode Island Department of Health

The primary mission of the Rhode Island Department of Health is to prevent disease and to protect and promote the health and safety of the people of Rhode Island. The Department's vision is that all people in Rhode Island will have the opportunity to live a safe and healthy life in a safe and healthy community. The Rhode Island Department of Health is a diverse and interactive state agency with broad-ranging public health responsibilities. Its various Divisions and programs include communicable disease control, environmental health, minority health, chronic disease prevention, health promotion, injury control, and family health.

The Division of Family Health has a mandate to preserve, protect, and promote the health and development of children and their families in Rhode Island. The Division is responsible for:

- assessing health and developmental needs among children, including children with special health care needs, and young families
- planning effective systems and measures to address those needs
- evaluating programs and policies affecting the health and development of children.

In addition, the Division manages maternal and child health programs providing prevention services to families and children through community agencies.

The Division of Family Health includes a multitude of programs organized into four major units -- Children's Preventive Services, Office for Families Raising Children with Special Health Care Needs, Office for Families, Youth and School Success, and the Office of Women, Infants and Children (WIC). In 1998, the Division created a Communication Unit to assist the four major units in developing communication strategies and products. The Division decided to contract with a marketing and public relations firm to enhance in-house expertise.

Over the last six years, the Department of Health and the Division of Family Health, in partnership with an external marketing firm, have planned and implemented health communication campaigns on the following topics: Lead Poisoning Prevention, Childhood Immunization, Adult Immunization, Early Intervention, Vasectomy, Family Planning, Bioterrorism, and Adolescent Health. During the last contract period (2000-2004), the

Department of Health spent approximately \$2,820,591 with roughly half spent on professional services and roughly half on production and placement of media (hereafter referred to as technical services).

The Department anticipates spending up to \$ 891,627.00 in the first year of this new contract, with similar amounts to be spent in subsequent contract renewal years. The initial contract will run from approximately April 1, 2005 through December 31, 2005, with up to four one-year contract renewals. Projects in the contract may range from simple brochure design; to conducting media training; to designing, implementing, and evaluating comprehensive health communication campaigns. (See Appendix I for potential number of projects in contract).

IV: Purpose

The objective of this Request for Proposals is to competitively procure the services of a qualified agency that has extensive experience in conducting health communications research; conceptualizing, designing, implementing, and evaluating health communication campaigns; providing strategic marketing consultation; and providing technical services (production and placement of health communication materials and media). The Agency must demonstrate significant expertise in understanding health promotion principles and concepts as well as working with diverse populations.

V: Scope of Work

General Description

The Agency will be responsible for providing the Rhode Island Department of Health with two categories of services:

1. Strategic marketing consultation; and
2. Technical services, including production and placement of materials.

Services required will be based on the needs of individual programs, and may include one or more of the categories above. Following is a description of the activities that the Department expects the Agency to perform for each of the categories of services.

Category 1: Strategic Marketing Consultation

Programs require an array of consultation services for planning effective communication and marketing strategies, ranging from conducting formative research; to the design of a health education brochure; to designing, implementing, and evaluating comprehensive health communication campaigns. The Agency agrees to provide an array of strategic marketing consultation services, including but not limited to the following types of services:

- Strategic program planning
- Crisis communication
- Media relations and/or public relations
- Media training
- Special events planning
- Creative services (such as graphic design/layout of print materials, logo development, illustration, copywriting)
- Focus groups (a variety of services may be provided by the Agency related to the provision of focus groups, including recruitment; development of screening tools, moderator's guides, and exit tools; facilitation; logistics; report writing; and results analysis)
- Surveys (the Department may collect information to measure the effectiveness of communication campaigns, strategies, or products. Potential survey techniques may include intercept and telephone surveys, and newspaper polls)
- In-depth interviews
- Comprehensive literature reviews
- Negotiations of media buys (negotiating rates, times, etc. for print, radio, television, and outdoor media)
- Non-print media production (e.g. radio and television spots)

These services may be requested as individual, stand alone services, or they may be requested as part of a comprehensive campaign. The services required will depend on the scope of work for each program. The services will be paid on an hourly basis. Prior to starting, the Agency will meet with the program manager and a representative from the communication unit to understand the program goals and define potential communication goals. Prior to beginning the delivery of the consultation, the Agency will be required to estimate the number of hours and propose a timeline to complete the work. Work will begin when the Department and the Agency have agreed upon the proposal (see section VI: Requirements).

Category 2: Technical Services

A technical service refers to the production and placement of health communication materials and media, including:

- Print production
- Media placement (e.g. print, radio, television, outdoor media)
- Miscellaneous services

VI. Requirements

The provision of strategic marketing consultation and technical services requires a comprehensive approach that is broken into four phases for the purposes of this contract. Not all projects will require each phase, however, each project must begin with phase 1.

1. Needs Assessment

- The Agency will attend an initial meeting with program staff at no charge to discuss the purpose, scope, goals and objectives of that program's work to help the Agency prepare a proposal for the scope of services and budget. Prior to starting the work, the Agency will provide a written proposal estimating the number of hours and proposing a timeline to complete the work*. Work will begin when the Department and the Agency have agreed upon the proposal.
- If the project entails the development of health communication materials or a campaign, the Agency will develop and submit a written plan for a needs assessment/formative research, process evaluation, and impact evaluation.
- If formative research is conducted by the Agency, they will prepare and present a written report including research findings and recommendations regarding how best to meet the program's objectives.

2. Concept Development Phase

At this point, if relevant, the Agency will begin to develop concepts for the health communication product or campaign based on the findings of the research in the needs assessment phase.

In the case of a campaign, the Agency will present a minimum of two campaign concepts. Presentation of these concepts will include possible overarching themes or slogans, as well as an initial proposal of some of the possible campaign elements based on the needs assessment and budgetary considerations. This presentation should include mock-ups, such as sketches of proposed print materials, as well as representations of possible visuals and an indication of how text will appear; and rough drafts of possible themes and scripts for audio/visual elements. The Department will make the decision on which of the proposed concept(s) and elements will be further developed.

For other products that are not part of a campaign (e.g. stand alone program brochures, focus group guides, surveys, etc.) one concept or draft is sufficient. Work will continue when the Department and the Agency have agreed upon the concept to be further developed.

3. Design/Implementation Phase

Full development and implementation of all health communication products will be completed during this phase. This may include:

- Writing and revising text (this could include brochures, scripts for television and radio spots, focus group guides, etc.)
- Designing and laying out print pieces (this includes reviewing commissioned illustrations and photography with the Department) and revising as necessary;

- Designing Web pages, in accordance with Department of Health guidelines, which can be found at <http://www.health.ri.gov/chic/communication/webdoc.pdf>;
- Copyediting;
- Preparing health communication materials for pre-testing among the target audience, pre-testing, and revising as necessary based on feedback;
- Obtaining bids and estimates for production of materials;
- Developing a plan for placement and distribution of materials over a 12 month period;
- Designing a strategy for media buy(s);
- Identifying optimum levels of reach and frequency (identifying how much of the target audience can be reached and how often given budgetary constraints); and
- Identifying potential partnerships to enhance project impact.

Three competitive quotes are required for all technical services except in those cases where there is a single provider of services (e.g., bus cards, and bus shelters, etc.)*. The Department reserves the right to purchase technical services directly from vendors. Any Agency discount for media placement will be passed on to the Department of Health. Copies of all invoices for technical services will be included in the Agency's bills to the Department.

The Department of Health will make all final decisions about material layout, copy, and distribution channels.

Once the final products are approved and ready for production, the Agency will be responsible for assuring the quality of elements that are to be produced. The Department of Health reserves the right to reject any products, and will not pay for products that fail to meet quality standards. As part of this quality assurance, the Agency is responsible for:

- Reviewing all stages of proofing for print materials with the Department of Health;
- Conducting press checks for print materials;
- Reviewing completed materials (print, audio, and visual) with the Department;
- Supervising radio and TV shoots and edits; and
- Trafficking all materials to appropriate media;

The Agency will also be responsible for quality assurance related to the placement of media including:

- Pursuing free media time and other promotional opportunities to extend/maximize budgets;
- Measuring media performance, including reach and frequency of radio, television, radio, outdoor media and others where appropriate;
- Assuring that the ads are played at the agreed upon times; and
- Resolving discrepancies in estimated and actual reach and frequency for media purchases

Subcontracts

Assume all responsibility for contractual activities, whether performed directly or by another organization under subcontract. Serve as the sole point of contact with regard to subcontractual matters, including payment of any and all charges resulting from the subcontract. If any part of this function is to be subcontracted, the contractor's proposal should include the subcontractor's firm name and address, contact person, complete descriptive information about the subcontractor's organizational abilities, and estimated cost. The Department reserves the right to approve subcontractors and to require the contractor to replace subcontractors found unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

The Agency is responsible for entering into agreements and/or subcontracts with vendors to procure the above technical services on behalf of the Department of Health.

The Agency is also responsible for working with and reimbursing the services of designers, printers, and other contractors with whom the Department has a continuing relationship, in order to reproduce previously created materials.

All developed materials are the property of the Department of Health. Print materials will be provided in electronic format (original program format plus a PDF version that fits Department guidelines) along with original artwork and photography. A digital master of all radio and television commercials master plus two VHS and/or DVD and CD copies of each piece must also be provided. The Agency will maintain an inventory of all products produced by vendor and submit it annually to the Department of Health.

4. Evaluation/Additional Research

The Department may wish to collect information to measure the effectiveness of its work through surveys, focus groups, in-depth interviews, etc. The Agency will be responsible for proposing a research strategy, timeline and budget estimate*. Work can begin when the Department and the Agency agree upon the proposal. Once research is completed, the Agency will provide a written report with a summary of the research and recommendations regarding how best to meet program goals.

*For work in any of the above four phases, the Agency must notify the Department before beginning work that will require funds above those indicated in the project estimate.

Additional Requirements

In addition, the Agency is responsible for the following:

1. Providing office space, office equipment, and office support including telephone, fax, and computer word-processing and graphic design programs;
2. Supporting all travel necessary to conduct work defined in the Scope of Work;

3. Supervising and reimbursing all subcontractors.

VII: Proposal Submission Requirements

Questions concerning this solicitation may be e-mailed to the Division of Purchases at questions@purchasing.state.ri.us no later than the date and time listed on page one of this solicitation. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information. For computer technical assistance, call the helpdesk at (401) 222-2142, ext: 134.

Offerors are encouraged to submit written questions to the Office of Purchases. No other contact with State parties will be permitted.

Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Proposals received after this time and date will not be considered.

Proposals must include the following:

[Note that the Cost Proposal and Technical Proposal must be submitted as physically separate documents.]

1. A completed and signed three-page RIVIP Bidder Certification Cover Form (all three pages), available at www.purchasing.state.ri.us, a letter of transmittal signed by an owner, officer, or authorized agent of this firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the Department. The signature of the official with authority to sign a contractual agreement should be included.
2. **A separate Technical Proposal** describing the background, qualification, and experience with and for similar programs. (see below)
3. **A sealed and separate cost proposal.** The Agency must submit a two-part cost proposal, which includes an Hourly Rate Cost Proposal and a Commission Cost Proposal, as described below.

Technical Proposal Submission Requirements and Format

The Technical Proposal must be submitted in the format described below, clearly labeling the sections as described, referencing all appendices in the appropriate sections.

Section I: Executive Summary

The Executive Summary is intended to highlight the contents of the technical proposal and provide the review team with a broad understanding of the Agency's technical approach and ability.

Section II. Agency Organization and Staffing:

Submit a brief narrative (10-page limit) summarizing the Agency's experience and qualifications as requested below. Requested reference documents and samples of work should be referenced in the summary and attached in appendices. In preparing the narrative, address the following points:

Agency Background:

- Provide a brief description of the Agency including its historical development, advertising philosophy, and a list of the services provided by your organization. Describe how this contract would fit into that mission.
- Include the most recent version of your Agency's Annual Report and a certified financial statement of the most recent accounting year and/or a copy of the Agency's most current federal tax return.

Agency Structure:

- Include the Agency's organizational chart, indicating names and the number of staff in each area and division.
- Indicate Agency's status as a minority Business Enterprise (MBE), certified by the Rhode Department of Administration. If the Agency is not MBE-certified, describe measures to be taken to meet subcontracting plan that addresses the State's goal of ten-percent participation by MBEs in all state procurements.

Client Profile:

- List the Agency's current top four current accounts with annual gross billings for each account and services rendered for each one.
- Detail the Agency's criteria for determining a "billable hour" and describe how billable hours are tracked.
- Describe the Agency's experience working with issues related to health care, health education, and health promotion. Provide a list of all those for whom you have performed work related to health care, health education, and/or health promotion in the last three years. Include a brief description of the projects, the names of Agency staff persons who worked on the projects, samples of work developed for each project, and the name of the person with whom you worked at the health care entity.

- Describe, and provide examples of, the Agency's capacity to handle multiple projects concurrently and on a timely basis, without jeopardizing the quality of any project. If the Agency does not currently have this capacity, explain how it will increase capacity.
- Describe, and provide examples of, the Agency's ability to secure partnerships with agencies able to help underwrite the costs of materials production and media placement.
- Submit a brief narrative describing the Agency's communication research capacity, including the capacity to complete both qualitative and quantitative research. For all experience referenced, describe the context in which the research was conducted. Describe who on the Agency team is responsible for research and include a copy of the resume as an appendix. Description of experience developing and implementing public education campaigns for a government or non-profit organization.
- Provide a brief description of the Agency's experience in providing additional types of strategic marketing consultation including any work done in the areas of crisis communication, media training, and special events planning. Describe who on the agency team is responsible for these activities and include a copy of his or her resume as an appendix.
- Provide information and examples of public service and pro-bono work done by the Agency.
- Provide a list of any accounts lost over the last three years and the reasons why. Include contact names and telephone numbers for each.

Experience Working with Diverse Groups:

- Describe the Agency's experience in marketing to families and low-income consumers. Provide samples of broadcast and print work developed targeting these populations.
- Describe the Agency's specific experience in developing media campaigns targeting racial and linguistic minorities and provide samples of broadcast and print work developed for these campaigns. Specify any languages other than English used and identify which staff from your Agency and/or minority organizations were consulted and/or subcontracted for this work.
- Explain the challenges the Agency has faced in the process of working within the ethnic media market.

References and Other Information:

- Names, addresses, telephone numbers and permission to contact three references for which your organization has performed work in the last two years. If possible, these references should be from the health promotion and health education field.
- Provide any other information that would assist the State in assessing the Agency's qualifications.

Section III: Submission of Health Campaign

Each Agency is required to submit a sample health promotion campaign that they have developed in the last three years.

Agencies without a health promotion campaign can submit another campaign, but should provide an explanation in writing (maximum of three pages) as to how they would approach the development of a health promotion campaign. In this situation, Agencies have the option of developing draft concepts to help the reviewers assess agency capacity in this area.

The following elements must be included in the submission:

1. A description of the campaign, including types of research, description of target audience, and the overall campaign strategy and execution.
2. Concepts for the following: one television ad (script and visual representation for the ad), a script for one 30-second and one 60-second radio spot, and one print ad including graphic layout, and creative for collateral (e.g. brochure or poster).
3. A complete description and rationale of media buying plans and strategy.
4. Strategy for public relations and promotions, including a sample press packet and proposed media distribution plan.
5. A complete description of research the Agency conducted, or would conduct, to evaluate the success of the campaign.
6. A detailed campaign budget justification and rationale for recommended strategy.

(See Checklist 1: Campaign Materials for Submission)

Section IV: Submission of Strategic Marketing Consultation Products

Submit samples of materials produced by the Agency that reflect the capacity to provide strategic marketing consultation services, for example, research tools, summaries and reports that reflect the Agency's capacity in the area of health communication research; web pages and addresses for web design work; or creative work the Agency has performed.

(See Checklist 2: Strategic Marketing Consultation).

Section V: Plan for Staffing and Administration

Submit a brief narrative describing the Agency's staffing plan for this contract. List all Agency staff who will work on the account (including account staff and creative staff) describing the tasks they will perform on the account, highlight their qualifications, indicate how long they have been with the agency, and provide a list of accounts they have worked on. For the account staff and account executive (i.e., the principal contact between the Agency and the Department) estimate the amount of time each will spend on this account.

Provide a list of all freelance professionals and subcontractors (excluding those providing Technical Services) proposed to work on this account. Describe the tasks for which they will be responsible and include samples of previous work, indicating those tasks that were

completed for the Agency. Indicate how long the freelance professionals and subcontractors have provided services to the Agency, provide information on their business background and their financial position, and submit copies of their resumes.

Cost Proposal Submission Requirements and Format

The Agency agrees to provide any or all of the services outlined in the Scope of Work. The Department of Health reserves the right to select at their discretion which categories of services will be utilized. Reimbursement for services will vary depending on the type of services.

Section 1: Hourly Rate Cost Proposal

The Agency must submit a list of all staff and subcontractors (freelancers) who will work on the account and the hourly billing rate for each staff member (See Budget Form 1). Indicate on Budget Form 1 the percent of staff salary that will be devoted to overhead, benefits, and profit.

Strategic marketing consultation services, as well as certain technical services (e.g. media placement) provided in the contract will be reimbursed on a pre-determined, all-encompassing hourly rate per service (Budget Form 2). If your Agency expects a Cost of Living salary increase over the course of the contract period, please fill out Budget Forms 1 and 2 twice—once for years 1 and 2 of the contract, and a second time for years 3-5 of the contract. Indicate on Budget Form 2 the number of hours per month the Agency will spend on contract management tasks, including the hourly rate, and the tasks involved.

Section 2: Commission Cost Proposal

The Agency will be reimbursed for certain technical services (e.g. print production) based on actual cost plus a commission (not to exceed 10%) to cover Agency expenses associated with coordination and quality assurance provided by the Agency (See Budget Form 3). The commission will be given for print production, and other miscellaneous services.

The Agency will not be eligible for the technical services commission in the event that they use the services of a print broker.

Proposals (an original plus six (6) copies) should be mailed or hand-delivered in a sealed envelope marked "RFP B04835: Health Communication Campaigns" to:

By Courier:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
A. Providence, RI 02908-5855

By Mail:

R.I. Department of Administration
Division of Purchases
P.O. Box 6528
Providence, RI 02940-6528

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered. The official time clock is located in the reception area of the Division of Purchases

VIII. Review and Evaluation

The State will commission a Technical Review Sub-committee, which will evaluate and score all proposals. Responses from qualified Agencies will be reviewed and evaluated according to the criteria outlined on the following page.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not further considered. Technical proposals that receive less than 55 of the maximum allowable 80 points on the technical proposal will be considered non-responsive and dropped from further consideration.

All technical proposals meeting the minimum score requirements will be called in to give an oral presentation. The qualified Agencies will be given one hour for the oral presentation, including questions from the committee.

Technical Proposal Review Criteria

Agency Qualifications

10 Points

- Agency is fiscally sound and has adequate resources to provide services outlined in the request.
- Reference responses are positive.
- Work samples submitted are high quality and reflect that the Agency has the capacity to meet the requirements outlined in the request.
- Agency has capacity and experience to provide full range of services described in the request.

Agency Experience in Health Care, Health Education, and Health Promotion

30 Points

- Agency has experience working in the areas of health care, health education, and health promotion; and has experience working with government agency.
- Agency has extensive experience designing campaigns that target families and low-income consumers.
- Agency has broad range of experience working with the ethnic and linguistic minorities, targeting and tailoring campaigns to address specific groups.
- Agency has demonstrated experience and capacity in providing enhanced communication research and strategic marketing consultation in the areas of health care, health education, and health promotion.

Campaign and Sample Materials Presentation

20 Points

- Campaign and strategic marketing consultation materials showed an understanding of health promotion principles and concepts.
- Proposed research plan and evaluation strategy are thorough and appropriate.
- The target audience is well defined and justified.
- Concepts reflect understanding of issue and address factors outlined in the research and target audience profile. Concepts are creative and adequate.
- Overall campaign strategy and plan is effective, creative, and well integrated. The budget is effective and appropriate based on proposed target audiences.

Plan for Staffing

20 Points

- Staffing plan demonstrates the capacity to complete the necessary tasks in a timely and professional manner either through Agency employees or subcontracts.
- Staff designated to work on account are appropriately qualified.
- Tasks and functions assigned to staff are appropriate given their qualifications.
- Agency is MBE certified or has submitted a plan to meet subcontracting plan that addresses the State's goal of ten- percent participation by MBEs in all state procurements.

Total Available Technical Points

80 Points

Cost Proposal Scoring

Hourly Rate Proposal	15 Points
Commission Proposal	5 Points
Total Available Cost Points	20 Points

Notwithstanding the foregoing, the State reserves the right to award on the basis of cost alone.

The Technical Review Sub-Committee will present written findings, including the results of all evaluations, to the State's Architect/Engineer and Consultant Services Selection Committee, which will recommend three finalists to the Director of the Department of Administration, who will make the final selection for this requirement.

BUDGET FORM 1:
AGENCY BILLING RATES

Function on Account	Name	Hourly Rate	Subcontractor (Yes or No)
Account Management			
Agency Supervisor	_____	_____	_____
Account Management	_____	_____	_____
Account Executive	_____	_____	_____
Assistant Account Executive	_____	_____	_____
	_____	_____	_____
PR Account Manager	_____	_____	_____
Media Buyer	_____	_____	_____
Media Supervision	_____	_____	_____
Clerical/Administrative	_____	_____	_____
Marketing Intern	_____	_____	_____
Creative Services			
Graphic Designer	_____	_____	_____
Logo Designer	_____	_____	_____
Web Designer	_____	_____	_____
Illustrator	_____	_____	_____
Copywriter	_____	_____	_____
Other Services (Specify)			
Production Manager	_____	_____	_____
Production/Traffic	_____	_____	_____
_____	_____	_____	_____

BUDGET FORM 2: HOURLY RATE PROPOSAL

Instructions: Please submit your agency's proposed hourly rate for each of the services to be rendered in the contract, per the categories specified below.

Services:	Hourly Rate
A. Strategic Planning	_____
B. Crisis Communication	_____
C. Media Relations and Public Relations	_____
D. Media Training	_____
E. Special Events Planning	_____
F. Creative Services	_____
G. Web Page Design	_____
H. Focus Group Recruiting	_____
I. Focus Group Guide Development	_____
J. Focus Group Facilitation	_____
K. Focus Group Note Taking	_____
L. Focus Group Report Development/Analysis	_____
M. Survey/In-depth Interview Design	_____
N. Survey/In-depth Interview Administration	_____
O. Comprehensive Literature Reviews	_____
P. Media buying/negotiating (print, radio, television, outdoor)	_____
Q. Contract Management: Indicate amount of time per month Agency will spend on contract management, the hourly rate, and the tasks involved.	_____

BUDGET FORM 3:
COMMISSION PROPOSAL

Instructions: Submit your proposed agency commission rate for each of the following services:

Technical Services	Proposed Commission
A. Print Production (new product)	_____ %
B. Reprint of Existing Materials	_____ %
C. Miscellaneous Services	_____ %

Note: Agency commissions cannot exceed 10% of total cost of individual technical services.

IX. TERMS AND CONDITIONS

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provisions of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL** - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".
2. **ENTIRE AGREEMENT** - The State's Purchase Order, or other State contract endorsed by the State Office of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining to any award or contract shall be accomplished in writing.
 - a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.
 - b. No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof must emanate from the Office of Purchases: no oral agreement or arrangement made by a

contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.

- c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless (1)terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or (2)extended upon written authorization of the Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or (3)canceled by the State in accordance with other provisions stated herein.
 - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Purchasing Agent.
 - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Office of Purchases, and expressly accepted.
 - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the State, and agrees that later discovery by the Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.
3. **SUBCONTRACTS** - No subcontracts or collateral agreements shall be permitted, except with the State's express consent. Upon request, contractors must submit to the Office of Purchases a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.
4. **RELATIONSHIP OF PARTIES** - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the State, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or

obligation between the State and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. **COSTS OF PREPARATION** - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The State will not reimburse any offeror for such costs.
6. **SPECIFIED QUANTITY REQUIREMENT** - Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.
 - a. The State reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
 - b. The State shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the State will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities
 - c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicitation with the mutual consent of the contractor and the State, where determined by the Purchasing Agent to be in the State's best interest.
7. **TERM AND RENEWAL** - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the State's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the State's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the State's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the State's intent not to renew is served.
8. **DELIVERY** - Delivery must be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Purchasing Agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. **FOREIGN CORPORATIONS** - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.
10. **PRICING** - All pricing offered or extended to the State is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the State, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.
11. **COLLUSION** - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.
12. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES** - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.
13. **AWARDS** - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.
 - a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
 - b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or

facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be 1) rejected as being non-responsive, or 2) set aside in favor of the State's terms and conditions (with the consent of the bidder), or 3) accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State. Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.
- h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- I. Preference may be given to bids on products raised or manufactured in the State, other things being equal.

- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
 - k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.
14. **SUSPENSION AND DEBARMENT** - The Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:
- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts)
 - b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
 - c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the State to a vendor or contractor then under a ruling of suspension or debarment by the State shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the State Purchasing Agent.
15. **PUBLIC RECORDS** - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Office of Purchases may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.
16. **PRODUCT EVALUATION** - In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be

construed as submitted on the identical commodity described in the detailed specifications. The Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal of the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the Purchasing Agent at least 96 hours before the time of bid opening to enable the Office of Purchases to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the Office of Purchases in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent such instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the State Purchasing Agent may designate.

17. **PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all non-conforming goods, and to cause their return for credit or replacement, at the State's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the State to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the State Agency within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the State shall have the right to dispose of them as its own property.
18. **PRODUCT WARRANTIES** - All product or service warranties normally offered by the contractor or bidder shall accrue to the State's benefit, in addition to any special requirements which may be imposed by the State. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the State may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.
19. **PAYMENT** - Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.
- a. Payment terms other than the foregoing may be rejected as being non-responsive.
 - b. No partial shipments will be accepted, unless provided for by the Request or Contract.
 - c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the State from taking such discount.
 - d. Payments for used portion of inferior delivery will be made by the State on an adjusted price basis.
 - e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Agency involved for approval.
20. **THIRD PARTY PAYMENTS** - The State recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. **SET-OFF AGAINST PAYMENTS** - Payments due the contractor shall be subject to reduction by the State Controller equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.
22. **CLAIMS** - Any claim against a contractor may be deducted by the State from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the State the amount of such claim on demand. Submission of a voucher and payment, thereof, by the State shall not preclude the Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.
- a. The Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the State, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.
23. **STATE CONTROLLER'S CERTIFICATION OF FUNDING** - Certification as to the availability of funds to support the procurement is for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.
24. **UNUSED BALANCES** - Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one State fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the State's sole option.
25. **MINORITY BUSINESS ENTERPRISES** - Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:
- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and

- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

Ten percent [10%] of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Director of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

26. **PREVAILING WAGE REQUIREMENT** - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.
27. **EQUAL OPPORTUNITY COMPLIANCE AND AFFIRMATIVE ACTION** - Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, and 11375, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.
28. **DRUG-FREE WORKPLACE REQUIREMENT** - In accordance with Executive Order No. 91-14, Contractors who do business with the State and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.
- 29 **GOODS PRODUCED IN THE REPUBLIC OF SOUTH AFRICA** - In accordance with Chapters 35-10-12 and 37-2-57 of the General Laws, goods which are known to be wholly produced in the Republic of South Africa may not be accepted for any procurement of the State of Rhode Island; the offeror attests by his submission of a bid or offer, or acceptance of a purchase order or other contract, that these prohibitions do not apply to material or goods which form the basis for his offer or contract.

30. **TAXES** - The State of Rhode Island is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

31. **INSURANCE** - All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

a. **Comprehensive General Liability Insurance** -

1. Bodily Injury \$1,000,000 each occurrence
 \$1,000,000 annual aggregate
2. Property Damage \$500,000 each occurrence
 \$500,000 annual aggregate

Independent Contractors

Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations

Completed Operations

.Personal Injury (with employee exclusion deleted)

b. **Automobile Liability Insurance** -
Combined Single Limit \$1,000,000 each occurrence

Bodily Injury

Property Damage, and in addition non-owned and/or hired vehicles and equipment

c. **Workers' Compensation Insurance** -
Coverage B \$100,000

The Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the State of Rhode Island as an additional insured, to the Office of Purchases, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

32. **BID SURETY** - When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.
33. **PERFORMANCE AND LABOR AND PAYMENT BONDS** - A performance bond and labor and payment bond of up to 100% of an award may be required by the Purchasing Agent. Bonds must meet the following requirements:
- a. Corporation: The Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
 - b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
 - c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
 - d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
 - e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
 - f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
 - g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.
34. **DEFAULT AND CANCELLATION** - A contract may be canceled or annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor, of any of his obligations. Failure of contractor to cure such non-performance or breach within ten working days after the receipt of notice, shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

- a. Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Purchasing Agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Purchasing Agent, will cause the Purchasing Agent to purchase in the open market to replace those rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the State for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.
- b. A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Purchasing Agent may contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.
- c. If contractor consistently fails to deliver quantities or otherwise perform as specified, the Purchasing Agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

35. **INDEMNITY** - The contractor guarantees:

- a. To save the State, its agents and employees, harmless from any liability imposed upon the State arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

36. **CONTRACTOR'S OBLIGATIONS** - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
 - b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, and on completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
 - c. To store equipment, supplies, and material at the site only upon approval by the State, and at his own risk;
 - d. To perform all work so as to cause the least inconvenience to the State, and with proper consideration for the rights of other contractors and workmen;
 - e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and
 - f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any State facility or site, and that they comply with such rules.
37. **FORCE MAJEURE** - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

Appendix 1

Program or Project	Funds in Contract (April – Dec 2005)
Prevention Projects	\$20,000
Health Communication and Evaluation Research	\$57,931
School Emergency Planning	\$30,000
Environmental Health	\$21,790
Medical Examiner Data Book	\$2,500
KIDSNET(childhood preventive service tracking system)	\$21,000
Family Outreach Program	\$5,000
Breastfeeding Promotion	\$10,000
Maternal and Child Health (Title V) Public Education	\$75,000
School Based Health Center Report	\$6,000
Family Resource Counselor Program	\$4,000
HIV Education (Formative research)	\$14,800
Family Planning	\$8,000
Childhood Lead Poisoning Prevention Program (Media campaign, etc.)	\$164,000
Resource Guide for Parents of Children with Hearing Loss	\$5,000
Birth Defects Surveillance Program	\$10,000
Pediatric Practice Enhancement Project (Education materials)	\$30,000
Disabilities and Health (Education materials)	\$90,000
Marketing Youth Development to Businesses and FBOs	\$111,050
School Health Leadership Forum Policy Report	\$10,000
Pregnancy Risk Assessment Monitoring System (PRAMS)	\$40,000
Childhood Immunization Program	\$60,000
Women, Infants, and Children Supplemental Nutrition Program	\$70,000
First Connections	\$25,556
Total	\$ 891,627.00

Checklist 1: Campaign Materials for Submission

- Television ad (script and visual representation)
- 30 second radio ad (script)
- 60 second radio ad (script)
- Print ad
- Collateral (e.g. poster or brochure)
- Description and rationale of media buying plans and strategy
- Strategy for public relations (including press packet and media distribution plan)
- Evaluation research plan
- Campaign budget justification and rationale

Checklist 2: Strategic Marketing Consultation Materials for Submission

- Research tools and summary reports (e.g. focus group guide, survey tool)
- Web pages and addresses
- Training tools or guides
- Logos or other examples of creative design work

Other examples of strategic marketing consultation (explain)